

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING**  
**JULY 8, 2013**  
**5:30 P.M.**  
**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JUNE 24, 2013**
5. **GUEST SPEAKER – MEGHAN BOUDREAUX, ADOPT-A-BLOCK DIRECTOR  
FAITH FAMILY CHURCH**
6. **PROCLAMATION:**  
**#049 Stamey** Coach Emma Boozman
7. **PLANNING & ZONING – INTRODUCTION:**  
**#033 Morrow** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot 11 Of Block 5 Of JHR Addition From R-3 Residential To B-1 Commercial To Construct A Church Parking Lot. **(First Baptist Church 1200 Amulet St.)**
8. **ORDINANCE – INTRODUCTION:**  
**#031 Mims** Ordinance Authorizing The City To Enter Into A Contract And Agreement With Boys And Girls Club Of El Camino Royale, Inc., And Authorizing The Mayor To Execute Said Contract With Boys And Girls Club Of El Camino Royale, Inc. On Behalf Of The City Of Natchitoches And Further Authorizing The Finance Director Of The City Of Natchitoches To Transfer Funds From The 2013-2014 Budget
9. **ORDINANCES – FINAL:**  
**#029 Stamey** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Christmas Lighting Supplies **(Bid No. 0538)**  
  
**#030 Nielsen** Ordinance Providing For The Issuance Of Utilities Revenue Refunding Bonds, Series 2013, Of The City Of Natchitoches, State Of Louisiana; prescribing The Form, Fixing The Details And Providing For The Payment Of Principal Of And Interest On Said Bonds And For The Rights Of The Owners Thereof, Providing For Other Matters In Connection Therewith

10. **RESOLUTIONS:**

**#047 Payne**

Resolution Calling For Redemption On August 13, 2013 The Outstanding Maturity Of The Utilities Revenue Bonds, Series 1993A Of The City Of Natchitoches, State Of Louisiana; And Providing For Other Matters In Connection Therewith

**#048 Morrow**

Resolution Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Department Of Children And Family Services Of The State Of Louisiana Whereby The Cane River Green Market And The Department Of Children And Family Services Will Cooperate and Participate In The Supplemental Nutrition Assistance Program (SNAP) Thereby Expanding The Availability For SNAP Clients To Obtain Nutritious Foods For Themselves And Their Families

11. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.  
If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, JULY 8, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 8, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilmen David Stamey, Dale Nielsen,  
Councilman Larry Payne  
Councilwoman Sylvia Morrow

Guests: Meghan Boudreaux – Adopt-A-Block Director  
Faith Family Church  
Coach Emma Boozman

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Mr. Nielsen was asked to lead the pledge of allegiance.

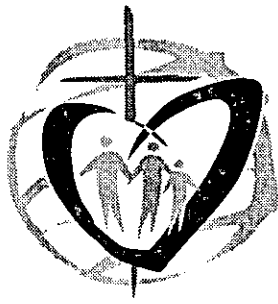
Mayor Posey then called for the reading and approval of the minutes for the June 24, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>

Mayor Posey mentioned the 19 firefighters who had lost their lives this past week in Arizona and thanked our firefighters and police for the work they do not knowing in any given situation what they may encounter.

Mayor Posey then thanked all the City Departments who played a part in the opening weekend of the Louisiana Sports Hall of Fame. He thanked them for all the hard work at responding to last minute efforts which made this event a huge success.

Meghan Boudreaux, Adopt-A-Block Direction, with Faith Family Church approached the podium to share with the City about an upcoming opportunity in the community. She stated, after visiting Los Angeles, CA last year she implemented a ministry in Natchitoches called Adopt-A-Block. She stated in Los Angeles after 5 years crime rate decreased 73% showing the effectiveness of the program. In Natchitoches they have adopted one block at J.W. Thomas and they go out every Saturday bringing basic needs and building relationships within the community. Eventually we would like to adopt more blocks in the City of Natchitoches because we want the people who have engaged in Adopt-A-Block to prosper and build a life for them and their families. We have also partnered with Parks Elementary and have built relationships with students in school and carried that out into community. She then stated, we have a backpack giveaway coming up at the MLK Center on July 27<sup>th</sup>. We want to give as many backpacks away as possible fully stocked with school supplies. On July 19<sup>th</sup> we will have a fundraiser at Wal-Mart from 10:00 a.m. – 5:00 p.m. to accept donations if anyone would like to help.



# *Faith Family Church*

## **FAITH CHRISTIAN ACADEMY**

*Pastors Steve & Teri Ciacchio*

*"Where Friends Become Family"*

Dear Friends,

Recently at Faith Family Church, we began an outreach program known as Adopt-A-Block. It is our desire to facilitate a means to provide the basic needs for individuals and families in the community and to build relationships with everyone we meet. We have experienced the power and influence of consistency and believe that being a constant, driving force for good is the best way to achieve these goals. By asking the simple question of how we can be of service, we make ourselves available to meet people's needs where they are. In order to accomplish this, the members of the Adopt-A-Block team are actively searching to find the needs and wounds in the community, and, once identified, we will do everything in our power to build resources to actually meet those needs, whether through physical labor, emotional availability, or spiritual outpouring. Our hearts are resolute in our desire to see things change in this city, and we would love to invite you to be a part of what we are doing.

Every Saturday, volunteers clean homes, perform minor repairs to homes, do yard work, pick up trash, organize and play games with children, and visit with the elderly. In addition, we supply basic household needs such as toilet paper, toothbrushes, toothpaste, light bulbs, paper towels, and feminine hygiene products. Another major need is diapers and baby wipes, and, as we see the need arise, it is our desire to be able to provide full meals for those who are without food. For information on how you or your organization can become involved with this wonderful outreach program, please contact me at the office at (318)357-1315 or my cell phone at (318)652-4806 or via email at [adoptablock.nat@gmail.com](mailto:adoptablock.nat@gmail.com).

A group of volunteers meet at Faith Family Church, which is located at 131 Sorgee Road, every Saturday morning at 10:30. After going through a brief outline of our tasks for the day, we drive to the outreach site and begin working to improve the community. We are excited to have the opportunity to bless others, and we hope that this excitement will spread to others.

We appreciate your time and consideration in reading this letter and truly appreciate anything you can do to support us in our endeavors. We do not take our responsibility lightly and strive for excellence in all that we do. We believe that, together, we can actually see a change in the city of Natchitoches and in the lives of the individuals in this city.

Blessings,

Meghan Boudreaux

Adopt-A-Block Director

The following Resolution was introduced by Mr. Stamey and Seconded by Ms. Morrow as follows, to -wit:

**RESOLUTION NO. 049 OF 2013**

**PROCLAMATION**

**WHEREAS**, after 36 years of teaching and coaching, all in Natchitoches Parish, Coach Emma Boozman has decided she will be retiring.

**WHEREAS**, Coach Boozman began coaching 36 years ago right out of college. Her career began at Fairview Alpha High School where she coached for 4 years with her last year coaching both the girls and boys basketball teams. While at Fairview she compiled a winning record of 103 wins and 41 losses. She won the district championship 3 times and made the playoff 3 of the 4 years. Her boys' team was undefeated in district that year and fell short in the state regional playoffs by 1 point; and

**WHEREAS**, with the high school at Fairview Alpha closing and the consolidation of schools, Coach Boozman moved to Campti High School and coached there for 6 years. At Campti she was able to win 2 state championships, 4 district championships and made the playoffs 5 out of 6 years. Her record at Campti was 156 wins and 55 losses; and

**WHEREAS**, Coach Boozman later had the opportunity at Natchitoches Central High School, where she has stayed for the last 26 years. While at Natchitoches Central she has won a state championship, 2 state runner-ups, made the state quarter finals numerous times, 8 district championships, a dozen or more 2<sup>nd</sup> place finishes in district and a spot in the playoffs most every year. Her career record at Natchitoches Central is 606 wins and 274 losses; and

**WHEREAS**, Coach Boozman finished her career with more than 865 wins and an over 70% winning percentage and ranks in the top 10 nationally in career wins. But as any one who has come in contact with Coach Boozman during these last 36 years, from former players to their families or just her students, knows it has been about much more than that. It was about impacting young lives and influencing them for the better over the last few decades.

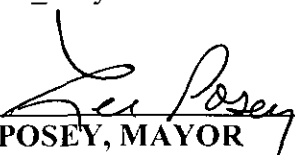
**NOW, THEREFORE**, I, Lee Posey do hereby proclaim July 8, 2013 to be a day to honor Coach Emma Boozman for her significant achievements and contributions as a coach to Natchitoches Parish for the past 36 years.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 8<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mr. Stamey presented Coach Boozman with the proclamation and stated it takes a village to raise a child and we are pretty lucky to have had Emma Boozman in our community to raise and advance a number of youth in our community. Mayor Posey then presented Coach Boozman with a plaque. He stated that neither a proclamation nor a plaque gives Coach Boozman the justice she deserves for the amount of time she has put in, as a mother, educator, and role model in the boys and girls lives she has touched. He then stated, we need more educators like Coach Boozman where it isn't all about court wins, but helping students achieve goals in their lives. Coach Boozman thanked the City and stated this is a great honor for her tonight.

The following Ordinance was Introduced by Ms. Morrow at the Natchitoches City Council meeting held on July 8, 2013 as follows:

**ORDINANCE NO. 033 OF 2013**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOT 11 OF BLOCK 5 OF JHR ADDITION FROM R-3 RESIDENTIAL TO B-1 COMMERCIAL TO CONSTRUCT A CHURCH PARKING LOT.  
(LOT AT THE CORNER OF AMULET ST. & PAYNE ST.)**

**(1200 AMULET STREET)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of July 2, 2013 that the request of First Baptist Church – 1200 Amulet Street to rezone the property described above from **R-3** Residential to **B-1** commercial to construct a church parking lot, be **APPROVED**.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on July 8, 2013 as follows:

**ORDINANCE NO. 031 OF 2013**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT AND AGREEMENT WITH BOYS AND GIRLS CLUB OF EL CAMINO ROYALE, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT WITH BOYS AND GIRLS CLUB OF EL CAMINO ROYALE, INC. ON BEHALF OF THE CITY OF NATCHITOCHES AND FURTHER AUTHORIZING THE FINANCE DIRECTOR OF THE CITY OF NATCHITOCHES TO TRANSFER FUNDS FROM THE 2013-2014 BUDGET**

**WHEREAS,** the Boys and Girls Club of El Camino, Inc., (hereinafter sometimes referred to as AClub@) is a Louisiana non-profit corporation that provides activities and education opportunities to the youth of Natchitoches in five areas: character and leadership development, education and career development, health and life skills, the arts, and sports fitness and recreation; and

**WHEREAS,** the Club provides the above activities with the goal of enhancing the development of youth by instilling a sense of competence, a sense of usefulness, a sense of belonging, and a sense of power or influence; and

**WHEREAS,** the Club provides activities at the Martin Luther King, Jr. Recreational Center, located at 660 MLK Drive, Natchitoches, Louisiana 71457; as well as other locations in the City and Parish of Natchitoches; and

**WHEREAS,** the City Council is of the opinion that the activities offered by the Club for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

**WHEREAS,** under the general law and the Home Rule Charter of the City of Natchitoches, the **CITY** has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City, including the right to provide for recreation and activities; and

**WHEREAS,** the City is interested in, and is empowered to promote recreation and activities of young people through wholesome activities through the Club, which may be contracted for, and the City is particularly desirous of cooperating with the private sector in organizing and running activities for the youth of the City and area; and

**WHEREAS,** the City of Natchitoches takes cognizance of the fact that the Club is providing an excellent program of activities for the youth of our City, which programs benefit many young people and could not be duplicated for the money by public funds, and further takes cognizance of the fact that the City is interested in promoting wholesome activities which promote the general health, welfare and safety of the citizens of the City of Natchitoches; and the City further being desirous to cooperate with the private sector in organizing and running activities for the youth of our City, and for this consideration and other considerations all of which is more fully set forth in the attached agreement; and



**WHEREAS**, the City of Natchitoches and the Club have negotiated a contract for the 2013-2014 fiscal year wherein the Club will continue to provide programs and activities for the youth of the City and as consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2013-2014, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2013 through May 31, 2014; and

**WHEREAS**, it shall be a condition of the Contract and Agreement and a part of the consideration that the Club will segregate the funds provided by the City and the Club agrees to use the funding provided by the City at a City owned recreational centers; and

**WHEREAS**, it shall be a further condition of the Contract and Agreement and a part of the consideration that the Club will offer an all day summer program at a City owned recreational centers; and

**NOW THEREFORE BE IT ORDAINED** that the contract for services, attached hereto, for the 2013-2014 fiscal year wherein the Club will continue to provide programs and activities for the youth of the City and specifically those services detailed in the contract for services, and as consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2013-2014, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2013 through May 31, 2014 is hereby approved.

**NOW THEREFORE BE IT FURTHER ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor is hereby authorized to execute the attached Contract and Agreement between the City of Natchitoches and the Boys & Girls Club of El Camino, Inc.

This ordinance was introduced on the 8th day of July, 2013.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**CONTRACT FOR SERVICES**

**BE IT KNOWN AND REMEMBER** that on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, personally came and appeared:

The City of Natchitoches, Municipal Corporation, represented hereby by Lee Posey, Mayor, with mailing address of 700 Second Street, Natchitoches, Louisiana 71457, hereinafter referred to sometimes as "City"

and

Boys and Girls Club of El Camino, Inc., a Louisiana nonprofit corporation, represented hereby by \_\_\_\_\_, President, P. O. Box 2063, Natchitoches, Louisiana 71457, hereinafter called "Club"

Both of whom declare as follows:

**WHEREAS**, Club operates a program for boys and girls in the City of Natchitoches, with approximately \_\_\_\_\_ youthful participants in said program; and

**WHEREAS FURTHER**, the club provides activities to the youth of Natchitoches in five areas: character and leadership development, education and career development, health and life skills, the arts, and sports fitness and recreation.

**WHEREAS FURTHER**, the Club provides the above activities with the goal of enhancing the development of youth by instilling a sense of competence, a sense of usefulness, a sense of belonging, and a sense of power or influence.

**WHEREAS FURTHER**, the Club offers activities for boys and girls including after school programs; and

**WHEREAS FURTHER**, the Club also offers Summer programs for boys and girls; and

**WHEREAS FURTHER**, the Club offers a tutorial program for boys and girls; and

**WHEREAS FURTHER**, the City Council is of the opinion that the activities offered by the Club for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

**WHEREAS FURTHER**, the educational and recreational services provided by the Club to youthful resident of the City could not be reproduced by the City; and

**WHEREAS FURTHER**, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City, including the right to provide for recreation

and activities; and

**WHEREAS FURTHER**, the City is interested in, and is empowered to promote recreation and activities of young people through wholesome activities through the Club, which may be contracted for, and the City particularly desirous of cooperating with the private sector in organizing and running activities for the youth of the City and area; and

**WHEREAS FURTHER**, the City of Natchitoches takes cognizance of the fact that the Club is providing an excellent program of activities for the youth of our City, which programs benefit many young people and could not be duplicated for the money by public funds, and further takes cognizance of the fact that the City is interested in promoting wholesome activities which promote the general health, welfare and safety of the citizens of the City of Natchitoches; and the City further being desirous to cooperate with the private sector in organizing and running activities for the youth of our City; and

**WHEREAS FURTHER**, the City acknowledges the educational and recreational services provided by the Club to the residents of the City and deems it to be in the best interest of the youth and the citizens of the City to contract with the Club to carry on the recreational and educational on the following terms and conditions:

**NOW THEREFORE**, the parties do hereby contract and agree as follows, to wit:

Club agrees to continue to operate and provide programs for boys and girls in the City of Natchitoches, in accordance with the rules and regulations of its governing body.

Club covenants and agrees that the program will be open to all children in the City.

Club agrees to continue to operate educational and recreational programs.

The Club further agrees to handle all registration and each and every other administrative function that may be necessary to carry on the programs.

The Club agrees to segregate the funds provided by the City under this agreement and to use all of the funds provided by the City under this agreement to provide services at City owned recreational centers.

The Club further agrees to offer and operate an all day summer program for the youth of the City of Natchitoches at City owned recreational centers.

The Club Youth further agrees to carry hospitalization insurance and accidental death and dismemberment insurance on all of the participants in the program and will pay the premiums for this insurance with its own funds. The City of Natchitoches agrees to cover all of its own personal property with insurance.

It is understood and agreed that the Club will have access to facilities at the Martin Luther King, Jr. Recreational Facility in order to provide tutorial programs, and any other facilities as may be hereinafter designated by the Recreational Director of the City of Natchitoches. The City of Natchitoches reserves the right to schedule the use of these facilities through the Recreational Director of the City of Natchitoches.

As a further consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2013-2014, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2013 through May 31, 2014.

It is understood and agreed that the Recreation Director for the City of Natchitoches shall be the coordinating spokesman for the City of Natchitoches in connection with any programs offered by the Club in City owned facilities and the Recreation Director for the City of Natchitoches shall be consulted in scheduling programs in City owned facilities.

It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with the Club shall not be considered to be employees of the City of Natchitoches, in any respect, it being the intention of this contract to contract out certain programs offered by the Club, the City being cognizant of the fact that the Club is able to offer programs more efficiently, and economically, than the City. The City takes cognizance of the fact that the Club uses volunteer help and contributions from private sources.

The term of this contract is from June 1, 2013, through May 31, 2014, but the contract will renew for five additional one year terms unless either party gives notice to the other 30 days prior to the end of the initial term or any one year renewal that they desire to terminate the contract. Such notice shall be in writing and provided to the other party at the address set forth in the appearance clause above.

**THUS DONE AND PASSED** before me the undersigned Notary Public and subscribing witnesses on the day, month and year first hereinabove written at Natchitoches, Natchitoches Parish, Louisiana.

**WITNESSES:**

\_\_\_\_\_

**CITY OF NATCHITOCHES**

BY: \_\_\_\_\_

Lee Posey, Mayor

*Introduction*

**BOYS AND GIRLS CLUB OF EL CAMINO, INC.**

\_\_\_\_\_

BY: \_\_\_\_\_

Norwood Jackson, Vice President

**NOTARY PUBLIC**

Print Name \_\_\_\_\_

Notary # \_\_\_\_\_

Ms. Morrow stated the ordinance states from 2013 -2014 the amount of \$12,500 would be transferred and asked where the money would be transferred from. Mr. Jones stated this money would come from the General Fund. Ms. Morrow then stated it has been stated the budget was low and now I see we are doing this again this year. If we do not have funds for other projects, how do we have funds for the Boys & Girls Club? Mr. Jones stated this is renewing the contract, but the funds were budgeted for. The Mayor asked if Ms. Morrow would like to take funds from the boys and girls of this community. Ms. Morrow stated fairness should be utilized across the City. She stated she as well as others have brought other proposals before the City that have been denied. Mayor Posey stated across the nation they are closing Boys and Girls Clubs and we see this as a priority in our community that is working.

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

**ORDINANCE NO. 029 OF 2013**

**ORDINANCE AUTHORIZING THE MAYOR OF  
THE CITY OF NATCHITOCHES TO AWARD THE BID  
FOR CHRISTMAS LIGHTING SUPPLIES**

**(BID NO. 0538)**

**WHEREAS**, Resolution No. 023 of 2013 was passed by the Natchitoches City Council on May 13, 2013 authorizing the Mayor to advertise for bids for the Christmas Lighting Supplies (Bid No. 0538).

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on May 18, May 25, and June 11, 2013 in accordance with law; and

**WHEREAS**, one bid proposal was received as follows:

- 1) Dean Nida & Associates, LLC  
Columbus, OH .....\$109,413.15

**WHEREAS**, on June 10, 2013, the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; and Bryan Wimberly, Director of Utilities reviewed the bid proposals for the purchase of Christmas Lighting Supplies (Bid No. 0538).

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, Dean Nida & Associated, LLC, of Columbus, OH in the amount of **\$109,413.15**.

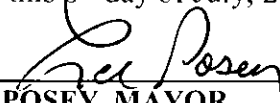
**NOW, THEREFORE, BE IT RESOLVED** that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

**THIS ORDINANCE** was introduced on the 24<sup>th</sup> day of June, 2013 and published in the *Natchitoches Times* on June 29, 2013

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** Stamey, Morrow, Payne, Nielsen, Mims  
**NAYS:** None  
**ABSENT:** None  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9<sup>th</sup> day of July, 2013 at 10:00 A.M.

The following ordinance was introduced by Mr. Nielsen and seconded by Mr. Stamey as follows, to-wit:

**ORDINANCE NO. 030 of 2013**

**An ordinance providing for the issuance of Utilities Revenue Refunding Bonds, Series 2013, of the City of Natchitoches, State of Louisiana; prescribing the form, fixing the details and providing for the payment of principal of and interest on said bonds and for the rights of the owners thereof, providing for the call and redemption of the outstanding bonds; and providing for other matters in connection therewith.**

WHEREAS, the City of Natchitoches, State of Louisiana (the "Issuer") now owns and operates a combined waterworks plant and system, electric power and light plant and system, and sewer utility system as a combined revenue producing public utility (the "Utilities System"); and

WHEREAS, it is now the desire of this City Council to adopt this Bond Ordinance in order to provide for the issuance of One Million Two Hundred Forty-Five Thousand Dollars (\$1,245,000) of Utilities Revenue Refunding Bonds, Series 2013, for the purpose of refunding the outstanding (i) Utilities Revenue Bonds, Series 1999, maturing December 1, 2013 to December 1, 2019, inclusive (the "Series 1999 Bonds"); and (ii) Utilities Revenue Bonds, Series 2003A, maturing December 1, 2013 to December 1, 2022, inclusive (the "Series 2003A Bonds") (collectively, the "Refunded Bonds"), pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, the Issuer will have outstanding on the date of delivery, the following described Utilities Revenue Bonds:

\$620,000 of Utilities Revenue Refunding Bonds, Series 2003B, maturing on December 1, 2013, bearing interest at the rate of 4.30% per annum, and being the outstanding bonds of an issue of Five Million Nine Hundred Sixty-Five Thousand Dollars (\$5,965,000), and issued by virtue of an ordinance adopted by the City Council on August 20, 2003, payable from a pledge and dedication of the income and revenues of the Utilities System (the "Series 2003B Bonds");

\$921,000 of Utilities Revenue Bonds, Series 2009A, maturing on December 1, 2013 to December 1, 2030, inclusive, bearing interest at the rate of 2.95% per annum, and being the outstanding bonds of an issue of Two Million Dollars (\$2,000,000), and issued by virtue of an ordinance adopted by the City Council on August 10, 2009, payable from a pledge and dedication of the income and revenues of the Utilities System (the "Series 2009A Bonds"); and

\$2,761,000 of Utilities Revenue Bonds, Series 2009B, maturing on December 1, 2013 to December 1, 2030, inclusive, bearing interest at the rate of 2.95% per annum, and being the outstanding bonds of an issue of Three Million Dollars (\$3,000,000), and issued by virtue of an ordinance adopted by the City Council on August 10, 2009, payable from a pledge and dedication of the income and revenues of the Utilities System (the "Series 2009B Bonds") (collectively, the "Parity Bonds") ; and

WHEREAS, this City Council wishes to refund and defease the Refunded Bonds described above; and

WHEREAS, under the terms and conditions of the Parity Bond Ordinances (hereinafter defined), the Issuer has authority to issue additional bonds on a complete parity with said outstanding bonds, under the terms and conditions provided therein; and

WHEREAS, this City Council, acting as the governing authority of the Issuer, has determined that all such terms and conditions specified in said Parity Bond Ordinances, have been or will be complied with prior to the delivery of the Bonds herein authorized, and it is the express desire and intent of this City Council that the Bonds herein authorized be issued on a complete parity with the said outstanding Parity Bonds; and

WHEREAS, the Issuer intends to fix the details of the Bonds; and

WHEREAS, it is the intention of the Issuer that the Bonds authorized herein be secured by and payable solely from the income and revenues to be derived from the operation of the Utilities System, after provision has been made for payment therefrom of the reasonable and necessary expenses of administration, operation and maintenance of the Utilities System; and



NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, State of Louisiana, that:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

SECTION 101. Definitions. The following terms shall have the following meanings unless the context otherwise requires:

**"Act"** means Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

**"Bond"** or **"Bonds"** means any or all of the Utilities Revenue Refunding Bonds, Series 2013, of the Issuer, issued pursuant to the Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

**"Bondholder"**, **"Registered Owner"**, or **"Owner"** means the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent. Notwithstanding any provision of the Bond Ordinance to the contrary, the Bond Insurer, if any, shall, at all times, be deemed an owner of all the Bonds for the purposes of consenting to any ordinance supplementing or amending the Bond Ordinance, and shall be notified in advance of the adoption of any ordinance supplemental or amendatory hereto whether or not the consent of the Owners is required.

**"Bond Counsel"** means an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

**"Bond Obligation"** means, as of the date of computation, the principal amount of the Bonds then Outstanding.

**"Bond Ordinance"** means this ordinance, as further amended and supplemented as herein provided.

**"Bond Year"** means the one-year period ending on the principal payment date on the Bonds (December 1) of each year.

**"Business Day"** means a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Costs of Issuance"** means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, official statements, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, if any, and any other cost, charge or fee in connection with the original issuance of Bonds.

**"Debt Service"** for any period means, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during any such period.

**"Defeasance Obligations"** means (a) Cash, or (b) non-callable Government Securities.

**"Executive Officers"** means collectively the Mayor and Clerk of the City of Natchitoches, State of Louisiana.

**"Fiscal Year"** means the one-year period commencing on June 1 of one year and ending on May 31 of the following year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

**"Governing Authority"** means the City Council of the City of Natchitoches, State of Louisiana, the governing authority of the Issuer, or its predecessor or successor in function.

**"Government Securities"** means and includes non-callable direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

**"Interest Payment Date"** means June 1 and December 1 of each year, commencing December 1, 2013.

**"Issuer"** means the City of Natchitoches, State of Louisiana.

**"Net Utilities Revenues"** shall mean the gross revenues derived from the operation of the Utilities System after there have been deducted therefrom the reasonable and necessary expenses of administering, operating and maintaining the Utilities System.

**"Outstanding"**, when used with reference to the Bonds, means, as of any date, all Bonds theretofore issued under the Bond Ordinance, except:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the owners of such Bonds with the effect specified in Section 1101 of this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Bond Ordinance, to the satisfaction of the Paying Agent, or waived;

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Bond Ordinance; and

(d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Bond Ordinance or by law.

**"Parity Bonds"** means the outstanding (i) Utilities Revenue Refunding Bonds, Series 2003B; (ii) Utilities Revenue Bonds, Series 2009A; and (iii) Utilities Revenue Bonds, Series 2009B, all as more fully described in the preamble hereto.

**"Parity Bond Ordinances"** means the ordinances adopted by the Governing Authority on August 20, 2003 and August 10, 2009, authorizing the issuance of the Parity Bonds.

**"Parity Obligations"** means any additional pari passu indebtedness hereafter issued by the Issuer and payable from the Revenues on a parity with the Parity Bonds and the Bonds.

**"Paying Agent"** means Whitney Bank, in the City of Baton Rouge, Louisiana and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

**"Purchaser"** means Whitney Bank, Baton Rouge, Louisiana.

**"Record Date"** means, with respect to an Interest Payment Date, the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

**"Redemption Price"** means, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the Bond Ordinance.

**"Refunded Bonds"** shall mean the Issuer's outstanding (i) Utilities Revenue Bonds, Series 1999, maturing December 1, 2013 to December 1, 2019, inclusive; and (ii) Utilities Revenue Bonds, Series 2003A, maturing December 1, 2013 to December 1, 2022, inclusive, described in more detail in the preamble hereto, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

**"Reserve Fund Requirement"** shall mean a sum equal to the lesser of (i) 10% of the proceeds of the Bonds, the Parity Bonds and any issue of Additional Parity Bonds , (ii) the highest combined principal and interest requirements for any succeeding Bond Year on the Bonds, the Parity Bonds and any issue of Additional Parity Bonds hereafter issued in the manner provided by Section 703 hereof or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Bond Year on the Bonds, the Parity Bonds and any Additional Parity Bonds.

**"State"** means the State of Louisiana.

**"Utilities System"** means the combined waterworks plant and system, electric power and light plant and system and sewer system of the Issuer, a revenue producing public utility lying within and without the boundaries of the Issuer. The complete combined waterworks plant and system, electric power and light plant and system and sewer system of the Issuer, as said plants and systems now exist and as they may be hereafter improved, extended or supplemented while any of the Parity Bonds or the Bonds remain outstanding, including specifically all properties of every nature owned, leased or operated by the Issuer and used or useful in the operation of said plants and systems, and including real estate, personal and intangible properties, contracts, franchises, leases and choses in action, whether lying within or without the boundaries of the Issuer.

SECTION 102. Interpretation. In the Bond Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 201. Authorization of Bonds. (a) This Bond Ordinance creates a series of Bonds of the Issuer designated "Utilities Revenue Refunding Bonds, Series 2013, of the City of Natchitoches, State of Louisiana," and provides for the full and final payment of the principal or redemption price of and interest on all the Bonds.

(b) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Bonds.

SECTION 202. Bond Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue, maturity or series designation, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in the Bond Ordinance.

SECTION 203. Obligation of Bonds. The Bonds, equally with the Parity Bonds, shall be payable as to both principal and interest solely from the income and revenues to be derived from the operation of the Utilities System, after provision has been made for payment therefrom of

the reasonable and necessary expenses of administration, operation and maintenance of the Utilities System, pursuant to the Constitution and laws of the State of Louisiana. The Net Utilities Revenues are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds and the Parity Bonds in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. All of the Net Utilities Revenues shall be set aside in a separate fund, as hereinafter provided, and shall be and remain pledged for the security and payment of the Bonds, and any future parity bonds issued pursuant to Section 703 hereof, in principal, premium, if any, and interest and for all other payments provided for in this Bond Ordinance until such Bonds shall have been fully paid and discharged.

SECTION 204. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized the issuance of One Million Two Hundred Forty-Five Thousand Dollars (\$1,245,000) principal amount of Bonds of the Issuer to be designated "Utilities Revenue Refunding Bonds, Series 2013, of the City of Natchitoches, State of Louisiana," for the purpose of refunding the outstanding (i) Utilities Revenue Bonds, Series 1999, maturing December 1, 2013 to December 1, 2019, inclusive; and (ii) Utilities Revenue Bonds, Series 2003A, maturing December 1, 2013 to December 1, 2022, inclusive. The Bonds shall be in substantially the form set forth in Exhibit B hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Ordinance.

SECTION 205. Denominations, Dates, Maturities and Interest. The Bonds shall be issued in fully registered form, shall be dated the date of delivery, shall be issued in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof within a single maturity and shall be numbered from R-1 upwards. The unpaid principal of the Bonds shall bear interest from the date thereof, or from the most recent Interest Payment Date to which interest has

been paid or duly provided for, bearing interest at the rate or rates set forth below, and mature serially on December 1 of each year, as follows:

<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>	<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2013	\$60,000	2.15%	2018	\$170,000	2.15%
2014	155,000	2.15	2019	175,000	2.15
2015	160,000	2.15	2020	65,000	2.15
2016	165,000	2.15	2021	65,000	2.15
2017	165,000	2.15	2022	65,000	2.15

The principal of and premium, if any, on the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner thereof (determined at the close of business on the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the Issuer shall default in the payment of the interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The person in whose name any Bond is registered at the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

SECTION 206. Bonds Issued on a Parity with the Parity Bonds. The Bonds shall be and the same are hereby issued on a parity with the Parity Bonds, and the Bonds shall rank equally with and shall enjoy complete parity of lien with the Parity Bonds on all revenues or funds specifically applicable to the payment of the Parity Bonds, including the funds established by the Parity Bond Ordinance in connection with the security and payment of said Parity Bonds. This Governing Authority does hereby find, determine and declare that the Issuer has complied, or will comply prior to the delivery of the Bonds, with all the terms and conditions set forth in the Parity Bond Ordinances, with respect to authorizing the issuance of the Bonds on a parity with the Parity Bonds.

### **ARTICLE III**

#### **GENERAL TERMS AND PROVISIONS OF THE BONDS**

SECTION 301. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration of ownership of each series of Bonds and for the registration of transfer of each series of Bonds as provided in this Bond Ordinance to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for both series of Bonds. At reasonable times and under reasonable regulations established by the Paying Agent each list may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the particular series of Bonds. Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denominations of the same maturity and like aggregate principal amount. At the option of the Bondholder, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at said office. Whenever any Bonds are so surrendered



for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive. All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing. No service charge to the Bondholders shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the close of business on a Record Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part. All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Bond Ordinance as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 302. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Issuer may in its discretion adopt an ordinance or a resolution and thereby authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in

lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) compliance with such other reasonable regulations and conditions as the Issuer may prescribe and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 304 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except as to the number thereof and that it shall bear on its face the following additional clause:

"This bond is issued to replace a lost, canceled or destroyed bond under the authority of R.S. 39:971 through 39:974."

Such duplicate Bond may be signed by the facsimile signatures of the same officers who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds issued hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 303. Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 305, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 304. Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the Issuer, shall thereupon be promptly canceled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Clerk of the Issuer an appropriate certificate of cancellation.

SECTION 305. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk of the Issuer, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such

person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 306. Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under the Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in Exhibit B hereto shall have been duly executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under the Bond Ordinance.

SECTION 307. Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings in connection with the issuance of the Bonds, and having determined the same to be regular, shall cause each of the Bonds to contain the following recital, to-wit:

"It is certified that this bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana."

## **ARTICLE IV**

### **APPLICATION OF PROCEEDS**

SECTION 401. Application of Bond Proceeds. There is hereby authorized and directed the application of the proceeds from the sale of the Bonds to the Costs of Issuance thereof and the remainder to the payment of the Refunded Bonds in principal and interest.

## **ARTICLE V**

### **PAYMENT OF BONDS; DISPOSITION OF FUNDS**

SECTION 501. Deposit of Funds With Paying Agent. The Issuer covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from the operation of the Utilities System or other funds available for such purpose, at least three (3) Business Days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

SECTION 502. Security for Bond Funds. All of the income and revenues to be earned from the operation of the Utilities System shall be deposited daily as provided in Section 503 hereof in the Utilities System Fund, which fund shall be maintained separate and apart from all other funds of the Issuer. The Sinking Fund and the Reserve Fund (both as hereinafter defined) shall be held by the depository bank as special trust funds for the purposes provided in this Bond Ordinance, and all other funds shall be held by the depository bank as special deposits for the purposes set forth in the Parity Bond Ordinances and this Bond Ordinance, and subject to such reasonable instructions as the Issuer may give in writing to the depository bank. The Owners are hereby granted a lien on all funds established pursuant to the requirements of this Bond Ordinance until applied in the manner herein provided.

SECTION 503. Funds and Accounts. In order that the principal of and interest on the Bonds and the Outstanding Parity Bonds will be paid in accordance with their

terms and in order to identify the monies that are subject to the terms and conditions of the Bond Ordinance and to the lien of the Bondowners, and for the other objects and purposes set forth in the Bond Ordinance, the Issuer will keep a separate account of the funds established pursuant to the Parity Bond Ordinances so that they will be at all times distinguished from other Issuer revenues and monies, and such revenues shall never be available for loan or appropriation to any other account or used for any other purpose other than as provided in this Bond Ordinance. Such monies shall be maintained in a separate Issuer account on books maintained by the Issuer although they may be part of a bank account containing other monies, and for the other objects and purposes hereinafter provided, the Issuer further covenants that all income and revenues of every nature derived from the operation of the Utilities System shall be deposited daily as the same may be collected in a separate and special bank account.

That all of the income and revenues to be earned from the operation of the Utilities System shall be deposited daily as the same may be collected in the separate and special bank account known and designated as "Utilities System Fund", heretofore established pursuant to the Parity Bond Ordinances and said fund shall be maintained and administered in the following order of priority and for the following express purposes:

(a) The payment of all reasonable and necessary expenses of administration, operation and maintenance of the Utilities System;

(b) The maintenance of the Sinking Fund established pursuant to the Parity Bond Ordinances (the "Sinking Fund") sufficient in amount to pay promptly and fully the principal of and the interest on the Parity Bonds, the Bonds and any Parity Obligations issued hereafter in the manner provided by this Bond Ordinance, as they severally become due and payable, by transferring from the Utilities System Fund to the Exchange Bank and Trust Company, in the City of Natchitoches, Louisiana, monthly in advance on or before the 20th day of each month of each year, those amounts required by the Parity Bond Ordinances, a proportionate amount necessary to provide for the interest falling due on the Bonds during the period extending from the date of issuance of the Bonds to the first Principal Payment Date, and a proportionate amount necessary to provide for the payment of

principal on the first Principal Payment Date, a sum equal to one-sixth (1/6) of the interest falling due on the Bonds the next Interest Payment Date and a sum equal to one-twelfth (1/12) of the principal falling due on the Bonds the next principal payment date, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due. The depository for the Sinking Fund shall transfer from said Sinking Fund to the Paying Agent or any other paying agent bank or banks for the Bonds payable from said Fund at least three (3) days in advance of the date on which each payment of principal or interest falls due, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

(c) The maintenance of the Reserve Fund, established pursuant to the Parity Bond Ordinances, by transferring from said Utilities System Fund to the Reserve Fund, monthly in advance on or before the 20th day of each month of each year, a sum at least equal to 20% of the amount required to be paid into the Sinking Fund each month for the payment of any Parity Obligation until the Reserve Fund Requirement is satisfied. The money in the Reserve Fund shall be retained solely for the purpose of paying the principal of and interest on Parity Bonds or Bonds payable from the Sinking Fund as to which there would otherwise be default. In the event that Parity Obligations are issued hereafter in the manner provided by this Bond Ordinance, the payments into said Reserve Fund shall continue, or if the said payments have ceased because of the accumulation of the maximum amount provided above, then such payments shall be resumed until the Reserve Fund Requirement is accumulated.

(d) The maintenance of the Depreciation and Contingencies Fund established pursuant to the Parity Bond Ordinances to care for extensions, additions, improvements, renewals and replacements necessary to properly operate the System by transferring from the Utilities System Fund to the Depreciation and Contingencies Fund an amount equal to seven percent (7%) of Revenues but such percentage shall not be applied to Revenues used to purchase power or received due to fuel adjustment charges, or an amount equal to twenty-five percent (25%) of the amount scheduled that month for payment to the Sinking Fund, whichever is greater. Further, no payment need be made into the Depreciation and Contingencies Fund if at any time the balance in said fund equals or exceeds One Million Dollars (\$1,000,000). In addition to caring for extensions, additions, improvements, renewals and replacements necessary to properly operate the Utilities System, the money in said Depreciation and Contingencies Fund shall also be used to pay the principal of and the interest on the Bonds, and the Parity Bonds then due, for the payment of which there is not sufficient money in the Sinking Fund or Reserve Fund provided for in paragraphs (b) and (c) above. The money in said Depreciation and Contingencies Fund, however, shall never be used for the making of improvements and extensions to the Utilities System or for payment of principal or interest on the Bonds, if the use of said money will leave in said Depreciation and Contingencies Fund for the making of emergency repairs or replacements less than the sum of Fifteen Thousand Dollars (\$15,000).

If at any time it shall be necessary to use moneys in the Reserve Fund or the Depreciation and Contingencies Fund for the purpose of paying principal of or interest on Bonds or Parity Bonds payable from the Sinking Fund as to which there would otherwise be default, then the moneys so used shall be replaced from the Net Utilities Revenues first thereafter received, not hereinabove required to be used for current principal or interest requirements. If at any time there are sufficient moneys on deposit in the Reserve Fund and the Depreciation and Contingencies Fund to retire all Bonds and Parity Bonds payable from the Sinking Fund by exercising the redemption option provided by such Bonds or by purchase on the open market, the Issuer may utilize such funds for such purpose.

All or any part of the moneys in the Reserve Fund and in the Depreciation and Contingencies Fund shall, at request of the Issuer, be invested in direct obligations of the United States of America maturing in five (5) years or less, in which event all income derived from such investments shall be added to the money in said respective funds, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are herein provided.

All income derived from such investments shall be added to the money in said respective funds or to the Utilities System Fund, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are herein created.

All moneys remaining in the Utilities System Fund on the 20th day of each month after making the payments described in (a), (b), (c), and (d) above for the current month and for prior months during which the required payments may not have been made, shall be considered as surplus. Such surplus may be used by the Issuer for the purpose of retiring Bonds in advance of their maturities, either by purchase of bonds then outstanding at prices not greater than the redemption prices or by retiring such Bonds at the prices and in the manner set forth in the proceedings providing for their issuance, or for any other lawful purpose.

Notwithstanding the foregoing, after the Parity Bond Ordinances have ceased to be effective through retirement or defeasance of the Parity Bonds or otherwise, the Issuer may use its regularly designated fiscal agent bank or banks as they may exist from time to time as depository for the various funds described above in this section.

SECTION 504. Security for Deposits. Any and all funds of the Issuer which may be placed on deposit with any bank in compliance with any provision of this Bond Ordinance or subsequent ordinances or of the Bonds herein authorized, shall be secured by said bank at all



times to the full extent thereof by direct obligations of the United States of America or State of Louisiana having a market value of not less than the amount of money then on deposit.

## **ARTICLE VI**

### **REDEMPTION OF BONDS**

SECTION 601. Redemption of Bonds. The Bonds will not be callable prior to their stated dates of maturity.

## **ARTICLE VII**

### **PARTICULAR COVENANTS, ADDITIONAL PARITY BONDS**

SECTION 701. Obligation of the Issuer in Connection with the Issuance of the Bonds. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to deposit the proceeds of the Bonds as described in Section 401.

SECTION 702. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 703. Issuance of Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Net Utilities Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Utilities Revenues having priority over or parity with the Bonds and the Parity Bonds, provided, however, that bonds may hereafter be issued on a parity with the Bonds and the Parity Bonds under the following conditions:

1. The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall

continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded, provided, however, that if only a portion of Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any Bond Year in excess of the principal and interest which would have been required in such Bond Year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds issued under the Parity Bond Ordinances and the Bond Ordinance (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 below):

2. Additional bonds may also be issued on a parity with the Bonds and the Parity Bonds if all of the following conditions are met:

(a) The average annual Net Utilities Revenues for the three (3) completed Fiscal Years immediately preceding the issuance of the additional bonds must have been not less than one and three-tenths (1.3) times the highest combined principal and interest requirements for any succeeding Fiscal Year period on all bonds then outstanding, including any *pari passu* additional bonds theretofore issued and then outstanding and any other bonds or obligations whatsoever then outstanding which are payable from the Net Utilities Revenues (but not including bonds which have been refunded or provision otherwise made for their full and complete payment and redemption) and the bonds so proposed to be issued. Although not expressly provided for in the Parity Bond Ordinances, for the purpose of this calculation, principal maturities shall include mandatory redemption of term bonds and there shall be subtracted from term bond maturities the amount of such mandatory redemption so that the calculation shall be made assuming retirement of the term bonds according to the schedule of mandatory redemption. In the event variable rate bonds are issued, it shall be assumed for the purpose of this calculation that the additional bonds shall bear interest at the maximum or ceiling rate that such additional bonds may bear. In making the calculation required by this subparagraph 2(a), if the Issuer has adopted higher rates for services rendered by the Utilities System on or before the date of issuance of the Parity Obligations, the calculation of average annual Net Utilities Revenues for the previous three completed Fiscal Years may be made assuming such rates had been in effect during such period.

(b) The payments required to be made into the various funds provided in Section 503 hereof must have been made in full.

(c) There must be sufficient money in the Reserve Fund to pay all principal and interest on the Bonds and any other Parity Obligations which may have been issued hereunder becoming due during the twelve (12) months period next succeeding the issuance of the additional bonds.

(d) The existence of the facts required by paragraphs (a), (b) and (c) above must be determined and certified to by an independent firm of certified public accountants who have previously audited the books of the Issuer, or such successors thereof as may have been employed for that purpose. In making the

determination in the event of an adjustment of Net Utilities Revenues due to a rate increase as set forth in paragraph (a), there may be a reliance upon the calculation of the adjustment of Net Utilities Revenues as a result of increased rates as prepared by a recognized engineer or firm of engineers employed for such purpose.

(e) The additional bonds must be payable as to principal on December 1st of each year in which principal falls due and payable as to interest on June 1st and December 1st of each year.

(f) The proceeds of the additional bonds must be used solely for the making of additions, improvements, extensions, renewals, replacements or repairs to the Utilities System, or to refund bonds issued therefor.

## **ARTICLE VIII**

### **SUPPLEMENTAL BOND ORDINANCE**

SECTION 801. Supplemental Ordinances Effective Without Consent of Bondholders. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof, but without any consent of Bondholders, shall be fully effective in accordance with its terms: (a) to add to the covenants and agreements of the Issuer in the Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;

(b) to add to the limitations and restrictions in the Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Bond Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Bond Ordinance;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Ordinance; or

(e) to insert such provisions clarifying matters or questions arising under the Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect.

SECTION 802. Supplemental Ordinances Effective With Consent of Bondholders. Except as provided in Section 801, any modification or amendment of the Bond Ordinance or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental ordinance, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy rates and charges for the payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of this Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

## **ARTICLE IX**

### **RATES AND CHARGES; COVENANTS AS TO THE MAINTENANCE AND OPERATION OF THE UTILITIES SYSTEM**

SECTION 901. Schedule of Rates and Charges. The Issuer, through its Governing Authority, hereby covenants to fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities of the Utilities System, and all parts thereof, and to revise the same from time to time whenever necessary, as will always provide revenues in each year sufficient to pay the necessary expenses of administering, operating and maintaining the Utilities System in each year, the principal and interest maturing on the bonds herein authorized in each year, all reserves or sinking funds or other payments required for such year by this Bond Ordinance, and all other obligations or indebtedness payable out of the revenues of the Utilities System for such year, and such rates, fees, rents or other charges shall not at any time be reduced so as to be insufficient to provide adequate revenues for such purposes and at any rate, the Governing Authority shall fix, establish, maintain, levy and collect such rates, fees, rents or other charges for services and facilities system to always provide revenues in each fiscal year sufficient to pay (1) the reasonable and necessary expenses of administering, operating and maintaining the Utilities System in such fiscal year and (2) 125% of the required deposits to the Sinking Fund for such Fiscal Year. Except as otherwise provided, nothing in this Bond Ordinance or in the Bonds shall be construed to prevent the Issuer from altering, amending or repealing from time to time as may be necessary any resolutions or ordinances setting up and establishing a schedule or schedules of rates and charges for the services and facilities to be rendered by the Utilities System, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the income and revenues of the Utilities System, not alone for the payment of the principal of and the interest on the Bonds, but to give assurance and insure that the income and revenues of the Utilities System shall be sufficient

at all times to meet and fulfill the other provisions stated and specified in Section 503 of this Bond Ordinance. It is understood and agreed, however, that the Issuer shall fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities to be rendered by the Utilities System, irrespective of the user thereof, that no free services or facilities shall be furnished to any person, association of persons or corporation, public or private, except the Issuer itself, and that all service shall be metered, and that no discrimination shall be made as to rates and charges for the services and facilities of the Utilities System as between users of the same type or class, provided, however, the Issuer shall not be required to meter electricity used by the Issuer for street lighting purposes nor shall the Issuer be required to meter water used for fire fighting purposes through its fire hydrants, but the Issuer hereby agrees to pay from its general revenues a minimum annual rental of Twenty-Five Dollars (\$25.00) per year for each fire hydrant connected to the Utilities System and available for fire fighting and a minimum of two cents (24) per kwh of electricity, such consumption of electric energy to be computed by multiplying the wattage of street lights by 4,000 hours per year, the estimated average operating time of such lights. It is further understood and agreed that the schedule of rates, fees, rents, or other charges being charged as of the date of the adoption of this Bond Ordinance for services and facilities rendered by the Utilities System shall remain in effect until changed in compliance with the provisions of Section 910 of this Bond Ordinance. The Issuer agrees that all charges owed by any individual, partnership or corporation for water and electricity rendered by the Utilities System shall be billed and collected as a unit; that failure of any individual, partnership or corporation to pay said combined charge within fifteen (15) days of the date on which it is billed shall cause such charge to become delinquent; that if such delinquent charge, with penalties accrued thereon, is not paid within ten (10) days from the date on which it became delinquent, the Issuer will shut off water service to the affected premises; and that the Issuer, the Governing Authority and its officials,

agents and employees will do all things necessary and will take advantage of all remedies afforded by law to collect and enforce the prompt payment of all charges made for utilities services rendered by the Utilities System. All delinquent charges for such services shall on the date of delinquency have added thereto a penalty of ten percent (10%) of the amount of the charge, and the amount so due, including the penalty charge and after thirty (30) days from the date of delinquency, bear interest at the rate of six percent (6%) per annum. If service shall be discontinued as above provided, the customer shall in addition to paying the delinquent charges and penalties, pay as a condition precedent to the resumption of service, a reasonable re-connection charge of not less than One and One-half Dollars (\$1.50) for each service resumed. It is further understood and agreed that the schedule of rates, fees, rents and other charges being charged as of the date of the adoption of this Bond Ordinance for services and facilities rendered by the Utilities System shall remain in effect and neither said existing schedule nor any subsequent schedule shall be reduced at any time unless all payments required for all funds by this Bond Ordinance, including any deficiencies for prior payments, have been fully made, and unless such schedule as so reduced will in each year thereafter produce sufficient revenues to meet and fulfill the other provisions stated and specified in Section 503 of this Bond Ordinance.

SECTION 902. Pledge of Revenues. In providing for the issuance of the Bonds, the Issuer does hereby covenant and warrant that it is lawfully seized and possessed of the Utilities System, that it has a legal right to pledge the income and revenues therefrom as herein provided, that the Bonds, together with the Parity Bonds and any *pari passu* additional bonds hereafter issued as provided in this Bond Ordinance, will have a lien and privilege on said income and revenues subject only to the prior payment of all reasonable and necessary expenses of administering, operating and maintaining the Utilities System, and that the Issuer will at all times maintain the Utilities System in first class repair and working order and condition.

SECTION 903. Insurance. So long as any of the Bonds herein authorized are outstanding and unpaid in principal or interest, the Issuer shall carry full coverage of insurance on the Utilities System at all times against those risks and in those amounts normally carried by privately owned public utility companies engaged in the operation of such utilities. Said policies of insurance shall be issued by a responsible insurance company or companies duly licensed to do business under the laws of the State. In case of loss, any insurance money received by the Issuer, shall be used for the purpose of promptly repairing or replacing the property damaged or destroyed, or shall be deposited in the Contingencies Fund to supplement any other amounts required to be paid into the Contingencies Fund.

So long as any of the Bonds are outstanding and unpaid, the Issuer, in operating the Utilities System, shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the operation of the Utilities System to be covered by a blanket fidelity or faithful performance bond or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

SECTION 904. Accounting for System Revenues. So long as any of the Bonds herein authorized are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of record and accounts in which shall be made full and correct entries of all transactions relating to the Utilities System. Not later than three (3) months after the close of each Fiscal Year, the Issuer shall cause the commencement of an audit of such books and accounts by a recognized independent firm of certified public accountants, showing the receipts of and disbursements made for the account of the Utilities System, and such audit shall be completed within 180 days of the close of such Fiscal Year. Such audit shall be available for inspection by the Owner of any of the Bonds herein authorized, and a copy of such audit shall be furnished promptly after its completion to the original purchaser of the Bonds. Each such audit, in addition



to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

1. A statement in detail of the income and expenditures of the Utilities System for such Fiscal Year.
2. A balance sheet as of the end of such Fiscal Year.
3. The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Ordinance, and the accountant's recommendations for any changes or improvements in the operation of the Utilities System or the method of keeping the records relating thereto.
4. A list of the insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy.
5. The number of metered water, sewer and electric customers and the number of unmetered water, sewer and electric customers, if any, at the end of the Fiscal Year.
6. An analysis of additions, replacements and improvements to the physical properties of the Utilities System.
7. A statement of all schedules of rates in effect during the Fiscal Year, the aggregate dollar amount billed for services rendered during such year and the average monthly billing per user.

All expenses incurred in the making of the audits required by this Section shall be regarded and paid as a maintenance and operation expense. The Issuer further agrees that the original purchaser of the Bonds, the Paying Agent and the Owners shall have the right to discuss with the accountant making the audit the contents of the audit and to ask for such additional information as he may reasonably require. The Issuer further agrees to furnish to the original purchaser of the Bonds or to such other parties as it shall designate in writing, and to the Paying Agent, and upon request, to any Owner, a monthly statement itemized to show the income and expenses of the operation of the Utilities System and the number of connections for the preceding month. The Issuer further agrees that said original purchaser, the Paying Agent and the Owners

shall have at all reasonable times the right to inspect the Utilities System and the records, accounts and data of the Issuer relating thereto.

SECTION 905. Rights of Owners. The Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made in the laws of the State, particularly Part XIII, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950. Any Owners of said Bonds issued under the provisions of this Bond Ordinance, or any trustee acting for such Owners in the manner hereinafter provided, may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Bond Ordinance, and may enforce and compel the performance of all duties required by this Bond Ordinance or by any applicable statutes to be performed by the Issuer or by any agency, board or officer thereof, including the fixing, charging and collection of rentals, fees or other charges for the use of the Utilities System, and in general to take any action necessary to most effectively protect the rights of said Owners.

In the event that default shall occur in the payment of the interest on or the principal of any of the Bonds issued pursuant to this Bond Ordinance as the same shall become due, or in the making of the payments into any fund established by Section 503 of this Bond Ordinance or any other payments required to be made by this Bond Ordinance, or in the event that the Issuer or any agency, board, officer, agent or employee thereof shall fail or refuse to comply with the provisions of this Bond Ordinance, or shall default in any covenant made herein, and in the further event that any such default shall continue for a period of thirty (30) days after written notice, any Owner or any trustee appointed to represent Owners as hereinafter provided, shall be entitled as of right to the appointment of a receiver of the Utilities System, in an appropriate judicial proceeding in a court of competent jurisdiction.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of the Utilities System, and each and every part thereof, and shall hold, operate and maintain, manage and control the Utilities System, and each and every part thereof, and in the name of the Issuer shall exercise all the rights and powers of the Issuer with respect to the Utilities System as the Issuer itself might do. Such receiver shall operate the Utilities System in the manner provided in this Bond Ordinance, and comply under the jurisdiction of the court appointing such receiver, with all of the provisions of this Bond Ordinance. Whenever all that is due upon the Bonds issued pursuant to this Bond Ordinance, and interest thereon, and under any covenants of this Bond Ordinance for all funds herein required, and upon any other obligations and interest thereon, having a charge, lien or encumbrance upon the fees, rentals or other revenues of the Utilities System, shall have been paid and made good, and all defaults under the provisions of this Bond Ordinance shall have been cured and made good, possession of the Utilities System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Owner of Bonds issued pursuant to the Bond Ordinance, or any trustee appointed for Owners hereinafter provided, shall have the same right to secure the further appointment of a receiver upon such subsequent default.

Such receiver, shall in the performance of the powers hereinabove conferred upon him, be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court, and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such order and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the Utilities System in the name of the Issuer and for the joint protection and benefit of the Issuer and Owners of Bonds issued pursuant to this Bond Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the Utilities System but the authority of such receiver shall be limited to the possession, operation and maintenance of the Utilities System for the sole purpose of the protection of both the Issuer and Owners and the curing and making good of any default under the provisions of this Bond Ordinance, and the title to and the ownership of the Utilities System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the Utilities System except with the consent of the Issuer and in such manner as the court shall direct.

The Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of Bonds issued under this Bond Ordinance then Outstanding may by a duly executed certificate in writing appoint a trustee for Owners of Bonds issued pursuant to this Bond Ordinance with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by such Owners, or their duly authorized attorneys or representatives, and shall be filed in the office of the Governing Authority.

Until an event of default shall have occurred, the Issuer shall retain full possession and control of the Utilities System with full right to manage, operate and use the same and every part thereof with the rights appertaining thereto, and to collect and receive, and, subject to the provisions of this Bond Ordinance, to take, use and enjoy and distribute the earnings, income, rent, issue and profits accruing on or derivable from the Utilities System.

SECTION 906. Sale or Lease of System. So long as any of the Bonds authorized are Outstanding in principal and interest, the Issuer shall be bound and obligated not to sell, lease, encumber, or in any manner dispose of the Utilities System or any substantial part thereof; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in its judgment has become inexpedient to use in connection with the Utilities System when other property of equal value is substituted therefor, or the proceeds derived from the sale of such property are deposited in the Contingencies Fund.

SECTION 907. Franchise. So long as any of the Bonds herein authorized are Outstanding and unpaid in principal or interest, the Issuer obligates itself not to grant a franchise to any competing utility for operation within the boundaries of the Issuer, and also obligates itself to oppose the granting of any such franchise by any other public board having jurisdiction over such matters. Further, the Issuer shall maintain its corporate identity and existence as long as any of the Bonds herein authorized remain Outstanding.

SECTION 908. Security of and Covenant to Maintain System Revenues. So long as any of the Bonds herein authorized are Outstanding and unpaid, the Issuer in operating the Utilities System, shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the operation of the Utilities System, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

SECTION 909. Sewer Service Requirement. Acting in the exercise of its police powers, the Issuer shall take all action necessary to require every owner, tenant or occupant of each lot or parcel of land within the boundaries of the Issuer which abuts upon a street or other public way containing a sewer line and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, to connect said building with the System and to cease

to use any other method for the disposal of sewerage, sewerage waste or other polluting matter which can be handled by the System. All such connections shall be made in accordance with the rules and regulations to be adopted from time to time by this Governing Authority, which rules and regulations may provide for an inspection charge to assure the proper making of such connection.

In addition to all other rights and remedies available to enforce sewerage charges and compel the making of sewerage connections as aforesaid, the Issuer shall exercise and enforce promptly and efficiently all rights given it under the laws of the State for the enforcement and collection of such charges, and particularly those rights and remedies given it by the Act and statutes authorizing the issuance of the Parity Bonds.

SECTION 910. Consulting Engineer. It is recognized and understood that in purchasing and accepting delivery of the Bonds herein authorized, the original purchasers thereof have relied, and the Owners of the Bonds from time to time will rely, upon representations made by the Issuer that the Utilities System will be economically and efficiently operated so that both the Issuer and the Owners of the Bonds may benefit through the production of maximum revenues. To this end, the Issuer hereby covenants and agrees that in the event it should default in making the payments required by Section 503 of this Bond Ordinance, it will retain a nationally known consulting utility engineer or firm of consulting utility engineers (in this Bond Ordinance referred to as "Consulting Engineer") for the purpose of providing the Issuer with proper engineering counsel in the operation of the Utilities System until such time as all such defaults have been cured and satisfied. The Consulting Engineer shall be retained on an annual basis at such reasonable compensation as may be fixed by the Governing Authority and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the Utilities System. The Consulting Engineer retained under the provisions of this Bond Ordinance may be replaced at any time by another engineer or firm of engineers appointed or retained by the Issuer, provided no such

engineer may be replaced until a resolution setting forth the just cause for such action, adopted by the Governing Authority, shall have been filed with the Clerk of the Issuer, the original purchaser of the Bonds and with the Consulting Engineer, and thereafter a public hearing thereon shall have been conducted by the Governing Authority at which all interested persons are given an opportunity to be heard, after which the Governing Authority may make such replacement if so directed by at least a two-thirds vote of the Governing Authority taken at a regular meeting. If the Consulting Engineer is ever appointed, retained or replaced as above provided, such engineer or successor engineer shall be selected with special reference to his knowledge and experience in the construction and operation of publicly owned utility properties and shall be retained under contract at such reasonable compensation as may from time to time be agreed upon by the Governing Authority and the engineer.

Should the Governing Authority fail to retain a Consulting Engineer as herein provided and shall fail to do so within thirty (30) days after written notice from any Owner calling attention to such failure, then upon the petition of twenty-five per cent (25%) of the Owners of the outstanding Bonds, the Governing Authority shall select and retain such Consulting Engineer as is named in the petition of the Owners.

Said Consulting Engineer as retained as hereinabove provided, shall annually inspect the Utilities System and the records relating thereto, and within three (3) months after the close of the Fiscal Year he shall prepare a written report upon the operations of the Utilities System during the preceding year, the condition and maintenance of the properties thereof, the efficiency of the management of the property, the proper and adequate keeping of books of account and record, the adherence to budget and budgetary control provisions, the adherence to all the provisions of this Bond Ordinance, and any other things having a bearing upon the efficient and profitable operation of the Utilities System as the Consulting Engineer feels should be contained in

the report. Said Consulting Engineer shall also submit in said report such recommendations for maintenance, insurance, operation, repairs, renewals, replacements, extensions, betterments and improvements as he may deem proper. Copies of such report shall be placed on file with the Clerk of the Issuer and said report shall be furnished to any Owner of any of said Bonds upon request.

It shall also be the duty of the Consulting Engineer to advise the Issuer as to any changes or revisions of rates, fees, rents or other charges for services and facilities rendered or furnished by the Utilities System, and the Issuer agrees to make no revisions therein which are not approved by the Consulting Engineer except that changes or revisions of such rates, fees, rents or other charges may be made without the approval of the Consulting Engineer if the Governing Authority by resolution adopted by two-thirds (2/3) of its members shall order such changes or revisions and call a public hearing to be held thereon within thirty (30) days from the adoption of the resolution. Not less than ten (10) days notice of such hearing shall be given to all interested parties, including the Consulting Engineer, and the original purchaser of the Bonds herein authorized. Sixty (60) days before the close of each Fiscal Year the Issuer shall, in conjunction with the Consulting Engineer, prepare a budget for the ensuing year's operation of the Utilities System. No expenditure for the operation, maintenance and repairs of the Utilities System in excess of the amounts stated in the budget shall be made in any year unless authorized by the Governing Authority and approved by the Consulting Engineer.

The provisions of this Section shall only apply during any period during which the Issuer may be in default in making required payments into the funds established by Section 503 of this Bond Ordinance.

## **ARTICLE X**

### **CONCERNING FIDUCIARIES**



SECTION 1001. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The designation of Whitney Bank, in the City of Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 1002. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority and (ii) have a reported capital and surplus of not less than \$10,000,000.

## **ARTICLE XI**

### **MISCELLANEOUS**

SECTION 1101. Defeasance. (a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and Redemption Price, if any, to become due thereon at the times and in the manner stipulated therein and in this Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Bondholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Bond Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment or redemption of which Defeasance Obligations shall have been set aside and shall be held in trust by the Paying Agent or

an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Any Bond shall, prior to maturity or the redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case such Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article VI of this Bond Ordinance, (ii) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable Redemption Price thereof, together with all accrued interest and (iii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal or applicable Redemption Price and all accrued interest shall have been verified by an independent certified public accountant. Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

SECTION 1102. Evidence of Signatures of Bondholders and Ownership of Bonds. (a) Any request, consent, revocation of consent or other instrument which the Bond Ordinance may require or permit to be signed and executed by the Owners may be in one or more

instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Bond Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public or other officer authorized to take acknowledgements of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

(2) the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 1103. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 1104. Parties Interested Herein. Nothing in the Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Paying Agent, and the Owners of the Bonds any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation thereof;

and all the covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the Owners of the Bonds.

SECTION 1105. No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 1106. Successors and Assigns. Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Issuer shall bind and enure to the benefit of its successors and assigns whether so expressed or not.

SECTION 1107. Severability. In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Ordinance and to the Bonds.

SECTION 1108. Publication of Bond Ordinance; Peremption. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty days after the date of publication, any person in interest may contest the legality of this Bond Ordinance, any provision of the Bonds, the provisions therein

made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. After the said thirty days, no person may contest the regularity, formality, legality or effectiveness of this Bond Ordinance, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the said thirty days.

SECTION 1109. Execution of Documents. In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 1110. Recordation. A certified copy of this Bond Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Natchitoches, State of Louisiana.

SECTION 1111. Effective Date. This Bond Ordinance shall become effective immediately upon its adoption.

SECTION 1112. Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the

proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds".

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

SECTION 1113. Bonds are not "Private Activity Bonds". The Issuer finds and determines that the Bonds are not "private activity bonds" within the meaning of the Code.

SECTION 1115. Sales of Bonds. The Bond is hereby sold to the Purchaser at the price and under the terms and conditions set forth in the commitment letter attached hereto as Exhibit C.

SECTION 1115. Continuing Disclosure. It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission [17 CFR ' 240.15c2-12(b)], because:

(a) the Bonds are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and

(b) the Bonds are being sold to only one financial institution (*i.e.*, no more than thirty-five persons), which (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the

Bonds and (ii) is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.

SECTION 1116. Bonds are "Bank-Qualified". The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bonds are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2013 does not exceed \$10,000,000.

## **ARTICLE XII**

### **REDEMPTION OF REFUNDED BONDS**

SECTION 1201. Call for Redemption. Subject only to the delivery of the Bonds, (i) \$1,235,000 principal amount of the Issuer's Utilities Revenue Bonds, Series 2003A, consisting of all of said bonds due December 1, 2013 to December 1, 2022, inclusive, are hereby called for redemption on August 14, 2013, at the principal amount thereof, plus a premium equal to one percent (1%) of the principal amount of each such bond so redeemed, and accrued interest to the date of redemption; and (ii) \$675,000 principal amount of the Issuer's Utilities Revenue Bonds, Series 1999, consisting of all of said bonds due December 1, 2013 to December 1, 2019, inclusive, are hereby called for redemption on August 14, 2013, at the principal amount thereof, and accrued interest to the date of redemption.

SECTION 1202. Notice of Redemption. In accordance with the Ordinances, authorizing the issuance of the Refunded Bonds, a notice of redemption for the Series 2003A Bonds in substantially the form attached hereto as Exhibit D, shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, by notice deposited

in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent. An appropriate notice is hereby authorized to be given by means of first class mail, postage prepaid, to the owner of the Series 1999 Bonds by notice deposited in the United States mail in accordance with the provisions of the ordinance authorizing the issuance of the Series 1999 Bonds, unless waived by the owner thereof.



## ARTICLE XIII

### DEFAULT

SECTION 1301. Events of Default. If one or more of the following events (in this Bond Ordinance called "Events of Default") shall happen, that is to say,

(a) if default shall be made in the due and punctual payment of the principal or redemption price of any Bond when and as the same shall become due and payable, whether at maturity or upon call for redemption, or otherwise; or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds contained;

(d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made in the Act, Section 905 hereof or in any provision of law.

This ordinance was introduced on June 24, 2013 and published in the *Natchitoches Times* on June 29, 2013.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS: Payne, Nielsen, Mims, Stamey, Morrow**

**NAYS: None**

**ABSENT: None**

And the ordinance was declared adopted on this, the 8th day of July, 2013.

\_\_\_\_\_  
/s/ Stacy McQueary  
Clerk

\_\_\_\_\_  
/s/ Lee Posey  
Mayor

In accordance with La. R.S. 39:1451(A) the Exhibits to this ordinance have not been published. These Exhibits are on file with the minutes of the City of Natchitoches, 700 Second Street, Natchitoches, Louisiana, and are available for inspection during regular business hours weekdays, Monday through Friday.

Published in the Natchitoches Times on 7/13/13

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(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds contained;

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**NAYS: None**

**ABSENT: None**

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/s/ Stacy McQueary  
Clerk

/s/ Lee Posey  
Mayor

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(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds contained;

(d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made in the Act, Section 905 hereof or in any provision of law.

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This Ordinance having been submitted to a vote, the vote thereon was as follows:

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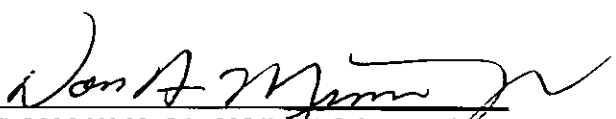
**NAYS: None**

**ABSENT: None**

**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8<sup>th</sup> day of July, 2013.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9<sup>th</sup> day of July, 2013 at 10:00 A.M.

**EXHIBIT A TO BOND ORDINANCE****OUTSTANDING BONDS TO BE REFUNDED****Utilities Revenue Bonds, Series 1999, as follows:**

<u>DATE (DEC. 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>	<u>ADMIN FEE</u>
2013	\$85,000	3.45%	0.50%
2014	90,000	3.45%	0.50%
2015	90,000	3.45%	0.50%
2016	95,000	3.45%	0.50%
2017	100,000	3.45%	0.50%
2018	105,000	3.45%	0.50%
2019	<u>110,000</u>	3.45%	0.50%
	\$675,000		

Those bonds maturing December 1, 2013 and thereafter will be called for redemption on August 14, 2013, at the principal amount thereof and accrued interest to the date fixed for redemption.

**Utilities Revenue Bonds, Series 2003A, as follows:**

<u>DATE (DEC. 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>
2013	\$100,000	4.30%
2014	105,000	4.30
2015	110,000	4.40
2016	115,000	4.50
2017	120,000	4.60
2018	125,000	4.70
2019	130,000	4.80
2020	135,000	5.00
2021	145,000	5.00
2022	<u>150,000</u>	5.00
	\$1,235,000	

Those bonds maturing December 1, 2013 and thereafter will be called for redemption on August 14, 2013, at the principal amount thereof and accrued interest to the date fixed for redemption, plus a premium equal to one percent (1%) of the principal amount of the bonds so redeemed.

## EXHIBIT B TO BOND ORDINANCE

(FORM OF BOND)

R-\_\_\_\_\_

PRINCIPAL AMOUNT: \$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF NATCHITOCHES

UTILITIES REVENUE REFUNDING BOND, SERIES 2013  
CITY OF NATCHITOCHES, STATE OF LOUISIANA

Bond Date	Maturity Date	Interest Rate
August 14, 2013	December 1, _____	_____%

The CITY OF NATCHITOCHES, STATE OF LOUISIANA (the "Issuer"), for value received, promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date set forth above, but solely from the revenues hereinafter described, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 1 and December 1 of each year, commencing December 1, 2013 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of on this Bond, upon maturity, is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at \_\_\_\_\_, in the City of \_\_\_\_\_, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the registered owner at the address as shown on the registration books of the Paying Agent maintained for such purpose. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Bond (or one or more predecessor Bonds) is registered at the close of business on the Record Date (which is the 15th day of the calendar month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance (hereinafter defined).

This Bond is one of an authorized issue aggregating in principal the sum of One Million Two Hundred Forty-Five Thousand Dollars (\$1,245,000) (the "Bonds"), all of like tenor and effect except as to interest rate, number, denomination and maturity, said Bonds having been issued by the Issuer pursuant to an ordinance adopted by the governing authority of the Issuer on July 8, 2013 (the "Bond Ordinance"). The Bonds have been issued by the Issuer for the purpose of refunding the outstanding (i) Utilities Revenue Bonds, Series 1999, maturing December 1, 2013 to December 1, 2019, inclusive (the "Series 1999 Bonds"); and (ii) Utilities Revenue Bonds, Series 2003A, maturing December 1, 2013 to December 1, 2022, inclusive (the "Series 2003A Bonds")(collectively, the "Refunded Bonds"), pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

The Bonds are not callable for redemption prior to their stated dates of redemption.

Subject to the limitations of and upon payment of the charges provided in the Bond Ordinance, the transfer of this Bond may be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as registrar, accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new bond or bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for registration of transfer of this Bond, the Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue and neither the Issuer nor the Paying Agent shall be bound by any notice to the contrary. Upon any such registration of transfer or exchange, the Paying Agent may require payment of an amount sufficient to cover any tax or other governmental charge payable in connection therewith. The Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the close of business on the 15th day of the calendar month next preceding an Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bonds so selected for redemption in whole or in part.

The Bonds are issuable only as fully registered bonds in the denomination of \$5,000 principal amount or any integral multiple thereof within a single maturity exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from the income and revenues to be derived from the operation of the Issuer's combined waterworks plant and system, electric power and light plant and system and sewer utility system (the "Utilities System"), after provision has been made for payment therefrom of the reasonable and necessary expenses of administration, operation and maintenance of the Utilities System, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer, within the meaning of any constitutional or statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree to fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities furnished by the Utilities System, as shall be sufficient to provide for the payment of all reasonable and necessary expenses of administration, operation and maintenance of the Utilities System, to provide for the payment of interest on and principal of all bonds or other obligations payable therefrom as and when the same shall become due and payable, for the creation of a reserve therefor, and for the provision of a reserve to care for extensions, additions, improvements, renewals and replacements necessary to properly operate the Utilities System. For a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Bond Ordinance.

The Bonds are issued on a complete parity with (i) Utilities Revenue Refunding Bonds, Series 2003B; (ii) Utilities Revenue Bonds, Series 2009A; and (iii) Utilities Revenue Bonds, Series 2009B (collectively, the "Parity Bonds") issued pursuant to ordinances adopted on



August 20, 2003 and August 10, 2009 (collectively, the "Parity Bond Ordinances"), and it is certified that the Issuer, in issuing the Bonds, has complied with all the terms and conditions set forth in the Parity Bond Ordinances with respect to authorizing the issuance of bonds on a parity with the Parity Bonds.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent. It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City Council of the City of Natchitoches, State of Louisiana, the governing authority thereof, has caused this Bond to be executed in the name of the Issuer by the facsimile signatures of the Mayor and Clerk of the Issuer and a facsimile of its corporate seal to be imprinted hereon.

CITY OF NATCHITOCHES, STATE OF  
LOUISIANA

\_\_\_\_\_  
/s/ Stacy McQueary  
Clerk

\_\_\_\_\_  
/s/ Lee Posey  
Mayor

(SEAL)

\* \* \* \* \*

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond one of the Bonds referred to in the within mentioned Bond Ordinance.

\_\_\_\_\_  
\_\_\_\_\_, Louisiana  
as Paying Agent

Date of Registration: \_\_\_\_\_, 2013

By:

\_\_\_\_\_  
Authorized Officer

\* \* \* \* \*

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

Please Insert Social Security  
or other Identifying Number of  
Assignee

--

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney or agent to transfer the within  
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**COMMITMENT LETTER**

July 8, 2013

Honorable City Council  
City of Natchitoches, State of Louisiana  
Natchitoches, Louisiana

Re: \$1,245,000 of Utilities Revenue Refunding  
Bonds, Series 2013, of the City of Natchitoches,  
State of Louisiana

Gentlemen:

Please accept this offer to purchase the following refunding bonds upon the terms and conditions outlined below:

1. Issuer and Amount: Not exceeding \$1,245,000 aggregate principal amount of Utilities Revenue Refunding Bonds, Series 2013, of the City of Natchitoches, State of Louisiana (the "Issuer").
2. Purpose of Issue: To refund all of the Issuer's outstanding (i) Utilities Revenue Bonds, Series 1999, maturing December 1, 2013 to December 1, 2019, inclusive; and (ii) Utilities Revenue Bonds, Series 2003A, maturing December 1, 2013 to December 1, 2022, inclusive.
3. Authority for Issue: Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.
4. Dated Date of Bonds: Date of delivery.
5. Form of Bonds: The Bonds will be issued in the form of a single typewritten bond for each maturity, in fully registered form.
6. Interest Payments: Semiannually on June 1 and December 1 of each year, commencing December 1, 2013, based on a 30/360 day year.

7. Interest Rate and Principal Payments: The Bonds will bear interest at the interest rates and mature in installments due on December 1 of each year as follows (*principal payments are subject to change to provide approximately level savings*):

<u>DATE</u> <u>(DEC. 1)</u>	<u>PRINCIPAL</u> <u>INSTALLMENT</u>	<u>INTEREST</u> <u>RATE</u>
2013	\$60,000	<u>2.15</u> %
2014	155,000	<u>2.15</u> %
2015	160,000	<u>2.15</u> %
2016	165,000	<u>2.15</u> %
2017	165,000	<u>2.15</u> %
2018	170,000	<u>2.15</u> %
2019	175,000	<u>2.15</u> %
2020	65,000	<u>2.15</u> %
2021	65,000	<u>2.15</u> %
2022	65,000	<u>2.15</u> %

(PLEASE NOTE FUNDS WILL BE USED FROM THE EXISTING SINKING FUND AND EXISTING RESERVE FUND. AT THIS TIME IT IS ANTICIPATED THAT \$1,245,000 OF BOND PROCEEDS WILL BE NEEDED)

8. Prepayment Provisions: The Bonds will not be callable prior to their stated dates of maturity.
9. Security: The Bonds, equally with the Parity Bonds, shall be payable as to both principal and interest solely from the income and revenues to be derived from the operation of the combined waterworks plant and system, electric power and light plant and system, and sewer utility system as a combined revenue producing public utility (the "Utilities System"), after provision has been made for payment therefrom of the reasonable and necessary expenses of administration, operation and maintenance of the Utilities System.
10. Parity Bonds: The Bonds will be issued on a parity with the outstanding (i) Utilities Revenue Refunding Bonds, Series 2003B; (ii) Utilities Revenue Bonds, Series 2009A; and (iii) Utilities Revenue Bonds, Series 2009B.
11. Paying Agent Bank: Whitney Bank, in Baton Rouge, Louisiana. Fees X will/                      will not be due the Paying Agent for serving in this capacity. (If fees are to be due Paying Agent, schedule of fees is to be attached hereto and form a part of the proposal).
12. Legal Opinion: Legal opinion of Foley & Judell, L.L.P., as to the due authorization, validity and federal tax-exemption of interest on the Bonds will be required.
13. Bank Eligibility: The Bonds will be designated as "qualified tax-exempt obligations" under Section 265(b) of the Internal Revenue Code of 1986, as amended.

14. Investment Letter: The undersigned will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and further that it is purchasing the Bonds without any intention to sell any portion thereof to any person other than another financial institution.
15. Continuing Disclosure. It is understood that, with respect to the Bonds, the Issuer will not be required to comply with continuing disclosure requirements of SEC Rule 15c2-12(b).
16. Delivery: On or before August 14, 2013.

Yours very truly,

WHITNEY BANK

By: Steven Singleterry  
Title: Assistant Vice President

ACCEPTED BY THE CITY OF NATCHITOCHES,  
STATE OF LOUISIANA, ON July 8, 2013.

By: Liaay M. Dubourg  
Secretary

**CITY OF NATCHITOCHEs, LOUISIANA**  
**\$1,245,000 UTILITIES REVENUE REFUNDING BONDS, SERIES 2013**  
**SCHEDULE OF PAYING AGENT FEES**

Fee Schedule for Paying Agent and Registrar Services

Acceptance Fee

Account Acceptance and Set-Up Fee	\$ 0.00
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Annual Administration Fee

Administration Fee	\$ 250.00
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**NOTICE OF CALL FOR REDEMPTION**  
**UTILITIES REVENUE BONDS, SERIES 2003A**  
**(MATURING DECEMBER 1, 2013 TO DECEMBER 1, 2022, INCLUSIVE)**  
**OF THE**  
**CITY OF NATCHITOCHES, STATE OF LOUISIANA**

**NOTICE IS HEREBY GIVEN** that, pursuant to an ordinance adopted on July 8, 2013, by the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the City of Natchitoches, State of Louisiana (the "Issuer"), that the Issuer hereby calls for redemption on August 14, 2013, its outstanding Utilities Revenue Bonds, Series 2003A (the "Bonds"), consisting of the principal installments of said Bonds which are payable December 1, 2013 to December 1, 2022, inclusive (the "Refunded Bonds"), at the principal amount thereof, plus a premium of 1%, and accrued interest to August 14, 2013, said Refunded Bonds being more fully described as follows:

<u>MATURITY</u> <u>DATE</u>	<u>AMOUNT</u> <u>REDEEMED</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NUMBERS</u>
December 1, 2013	\$100,000	4.30%	631855 NU3
December 1, 2014	105,000	4.30	631855 NV1
December 1, 2015	110,000	4.40	631855 NW9
December 1, 2016	115,000	4.50	631855 NX7
December 1, 2017	120,000	4.60	631855 NY5
December 1, 2018	125,000	4.70	631855 NZ2
December 1, 2019	130,000	4.80	631855 PA5
December 1, 2020	135,000	5.00	631855 PB3
December 1, 2021	145,000	5.00	631855 PC1
December 1, 2022	150,000	5.00	631855 PD9

No further interest will accrue and be payable on the Refunded Bonds from and after August 14, 2013. The Refunded Bonds should not be surrendered for payment until August 14, 2013, and then at Argent Trust Company, N.A. (successor to The Trust Company of Louisiana), as paying agent and registrar for the Refunded Bonds, as follows:

By Hand, Express Mail or <u>Courier Service</u>	<u>By Mail</u>
Argent Trust	Argent Trust
Attn: Lana Wade	Attn: Lana Wade
107 North Trenton Street	P. O. Drawer 1410
Ruston, LA 71270	Ruston, LA 71273

The Refunded Bonds shall be presented for payment at the place specified above, on the call date specified above, after which date no further interest shall accrue or be paid on the Refunded Bonds.

The CUSIP Numbers listed above are provided for convenience of the bondowners. The Issuer does not certify as to their correctness.

The owners of the Refunded Bonds are reminded that the Federal Interest and Dividend Tax Compliance Act of 1983 requires that the said Paying Agent, as payor, withhold 30% of the principal amount if a Taxpayer Identification Number has not been provided by the owner as payee. If the Tax Identification Number has not previously been provided to the Paying Agent, then registered owners are requested to provide this information to the Paying Agent with a Form W-9 to avoid the aforesaid withholding.

CITY OF NATCHITOCHES,  
STATE OF LOUISIANA

  
Clerk

Date: July 8, 2013



Mr. Osborne, bond attorney, with Foley and Judell approached the podium. Mr. Osborne stated the firm sent out letters to all the banks in Natchitoches Parish as well as the banks that have requested such letters be sent to them by our firm. From the report, you can see four banks made offers to purchase your refunded bonds. Whitney Hancock Bank has offered to purchase the refunded bonds at 2.15% interest rate. At this percentage this bond issue will cause a savings of \$221,360.00 out of all expenses that would have been sent to the bondholders.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Mims as follows, to –wit:

**RESOLUTION NO. 047 of 2013**

**A RESOLUTION CALLING FOR REDEMPTION ON AUGUST 13, 2013, THE OUTSTANDING MATURITY OF THE UTILITIES REVENUE BONDS, SERIES 1993A OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

BE IT RESOLVED by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "Issuer"), that:

SECTION 1) There is hereby authorized and approved the call for redemption on August 13, 2013, the Issuer=s currently outstanding Utilities Revenue Bonds, Series 1993A, dated April 14, 1993 (the ASeries 1993A Bonds@), consisting of \$296,769.48 principal amount of said Bonds, maturing December 1, 2013, to be redeemed at a price of par, plus accrued interest.

SECTION 2) In accordance with the provisions of the ordinance of January 11,1993, providing for the issuance of the Series 1993A Bonds, the notice shall be given by first class mail, postage prepaid, mailed at least thirty (30) days prior to the redemption date to the owners of each Series 1993A Bonds.

SECTION 3. The Series 1993A Bonds thus called for redemption will cease to bear interest from and after August 13, 2013.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: **Payne, Nielsen, Mims, Stamey, Morrow**

NAYS: **None**

ABSENT: **None**

And the resolution was declared adopted on this, 8<sup>th</sup> day of July, 2013.

/s/ Stacy McQueary

Clerk

/s/LeePosey

Mayor

Mr. Jerry Osborne approached the podium again and stated if you have the money on hand to pay off these bonds you can, but they are not due to be paid until December. If you pay them off early you will not have to pay the 3% or less the remainder of the year and all you will give up is the less than 1% you are currently earning on that money that is currently in your utility funds.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 048 OF 2013**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF LOUISIANA WHEREBY THE CANE RIVER GREEN MARKET AND THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES WILL COOPERATE AND PARTICIPATE IN THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) THEREBY EXPANDING THE AVAILABILITY FOR SNAP CLIENTS TO OBTAIN NUTRITIOUS FOODS FOR THEMSELVES AND THEIR FAMILIES.**

**WHEREAS**, the Cane River Green Market of the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as CRGM) desires to become SNAP authorized with the capability to participate in the SNAP Electronic Benefits Transfer EBT Program; and

**WHEREAS FURTHER**, the Department of Children and Family Services of the State of Louisiana (sometimes hereinafter referred to as State) desires to cooperate with the CRGM in the implementation of the SNAP program; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the SNAP program will expand the market sales, provide greater access for low-income customers and improve the shopping experience for all at the CRGM; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the Department of Children and Family Services to implement the SNAP program with the Cane River Green Market under the terms and conditions set forth in the attached Cooperative Endeavor Agreement; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed Cooperative Endeavor Agreement and has approved same; and

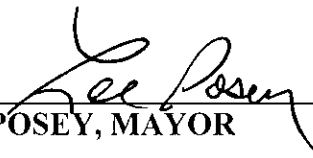
**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Department of Children and Family Services.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 8<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

## COOPERATIVE ENDEAVOR AGREEMENT

AUG 16 2013

THIS COOPERATIVE ENDEAVOR, made and entered into by and between **Department of Children and Family Services of the State of Louisiana**, hereinafter referred to as the "State", and the **City of Natchitoches**, doing business as, **Cane River Green Market**, officially domiciled at **100 Rue Beauport, Natchitoches, LA 71457** hereinafter referred to as the "Contracting Party" or "Contractor".

## WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation, or individual"; and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as: Providing farmer's markets that were not Supplemental Nutrition Assistance Program (SNAP) authorized on November 18, 2011 and who have subsequently become SNAP authorized with the capability to participate in the SNAP Electronic Benefits Transfer (EBT) Program thereby expanding the availability of locations for SNAP clients to obtain nutritious foods for themselves and their families.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Scope of Services**

Contractor hereby agrees to furnish the following services:

1. Provide SNAP EBT availability and participation at its place of business ( ) for one year from the effective date of the cooperative endeavor agreement;
2. Provide State with monthly invoices with supporting documentation for reimbursement up to the maximum amount of the agreement.

**Contractor acknowledges it is a Food and Nutrition Service SNAP authorized retailer and proof thereof is attached.**

State hereby agrees to provide the following services:

1. Provide a list of companies that market retailer wireless point of sale devices, wireless access services, and cost data associated with the foregoing purpose;
2. Provide reimbursement up to **one thousand twenty-three dollars (\$1,123.00)** for the purchase of wireless point of sale device, installation fees, if any, of the devices, and the monthly wireless access fee for the term of the agreement for Contractor to provide SNAP EBT availability at its place of business.

**Payment Terms**

In consideration of the services described above, state hereby agrees to pay the Contracting Party a maximum fee of **one thousand twenty-three dollars (\$1,123.00)**.

RECEIVED

AUG 07 2013

DCFS

JUL 31 2013

ADMINISTRATIVE SERVICES

All receipts (invoices) for the cost of the wireless point-of-sale device, installation fees, if any, of the device, and the monthly wireless access fees for the term of the agreement from the Contracting Party will be sent to the mailing address:

**Department of Children & Family Services  
c/o J Funderburk, Program Manager 1  
System, Research and Analysis Section/EBT Unit  
627 North 4<sup>th</sup> Street  
Iberville Building, 8<sup>th</sup> Floor, Office 302  
Baton Rouge, LA 70804**

Payment will be made only on approval of **J Funderburk, Program Manager 1 or his successor.**

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:

Contracting Party shall provide a monthly invoice with supporting documentation for reimbursement. The invoice shall include documentation of the purchase cost of the wireless point of sale device, any installation fees for the device, the monthly wireless access fees and proof of payment of the foregoing. The department will attempt to provide payment within 30 days of approval of the invoice for payment.

**All payments to the Contracting Party will be sent to the mailing address:**

**The City of Natchitoches  
DBA - Cane River Green Market  
P.O. Box 37  
Natchitoches, La, 71458-0037**

#### **Monitoring**

The program monitor of this agreement is **J Funderburk, Program Manager 1 or his successor.** Monitoring, at a minimum, shall consist of the monthly review of EBT transaction records to ensure contractor's continued participation for the term of the agreement and review payment approval of invoices.

#### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number **72-6000931**.

#### **Termination Clause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### **Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

### **Auditors Clause**

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring.

### **Record Retention**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least four years after final payment, or as required by applicable Federal law if Federal funds are used to fund this contract.

### **Term of Contract**

This contract shall begin on **August 1, 2013** and shall terminate on **July 31, 2014**.

### **Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.



THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 16<sup>th</sup> day of August, 2013.

WITNESSES SIGNATURES:

DEPARTMENT OF CHILDREN AND  
FAMILY SERVICES

Larry Piche

By:

[Signature]

Melody Teague

Title:

[Signature]

THUS DONE AND SIGNED AT Natchitoches, Louisiana on the 17<sup>th</sup> day of July, 2013.

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

Stacy McCreary

By:

[Signature]

Hannah Weirig

Title:

Mayor

Samantha Bonnette, Main Street Director, stated the grant through Market Umbrella allows us to accept SNAP benefits. We are hoping to implement this at our fall market so that people can come and use their SNAP benefits for fresh produce. There will also be a matching component in which if the customer spends \$20 on produce the grant allows us to match it for them allowing them to receive \$40 worth of produce using their benefits. This is an addition to the city's green market and hopefully more people will come out and support the Cane River Green Market.

Mayor Posey stated he hopes this will help our green market move up a notch and encourage people to get healthy by getting more food for less money.

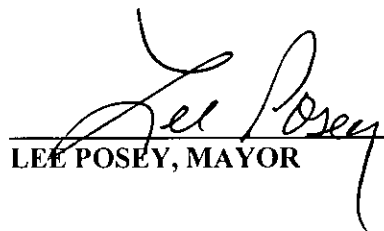
Mayor Posey then stated we have had several phone calls in relation to the vegetation growth on Sibley Lake. The Mayor asked Brian Wimberly to give a report on how the City is proactively addressing the situation at this time. Mr. Wimberly stated we had been spraying, but have received help from Wildlife and Fisheries with airboats and the State Biologist with flat boats to spray heavily over a two week span. Within the past month you can see the vegetation has began to react to the spraying on the lake. He then stated, we are going to follow up with a ground effort within the next week or so to go around the edge of the lake. The best time to work on this type of vegetation is during the fall in which we hope to follow up with an aerial application. This has yet to be determined and depends on the kill activity this summer.

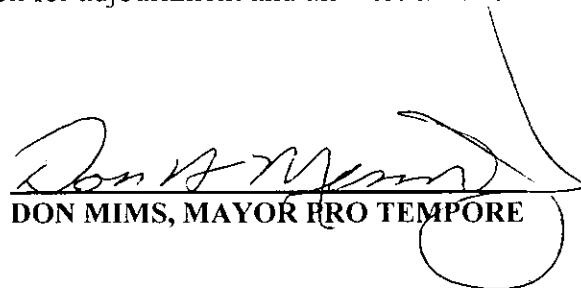
Mayor Posey stated with Sibley Lake being an open body of water the growth is taking place in the coves. It does not seem to be a tremendous problem, but we need to be proactive in staying on this situation. In Bossier Parish they had to shut down some lakes that have been taken over completely.

Mr. Stamey stated he has received several calls in reference to overgrowth at intersections where you cannot see around the corner. I appreciate Public Works helping me with several of the calls I have received. Do we have some sort of policy for taking care of obstructions from site lines? The Mayor then stated if it is a safety issue we are just taking care of it at this point. The school bus drivers have already started calling about areas on their bus routes that need attention. If you have places in your community you can go up 14 feet into the airspace off the road way unless it is in our utility lines.

Ms. Morrow then personally thanked the Utility Department, Public Works, Main Street, and Recreation for their help with the 2013 Juneteenth Festival. The first part of the program was held at the Depot and the second part at the Arts Center. She stated it was an excellent program that was well attended by Natchitoches, Coushatta, Winnfield, Campti, and Clarence. It enlightened the people in the neighborhood of what is being planned for the Depot and they are interested in moving forward with that project.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:17 p.m.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE